

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA**

AMANDA HARTLEY,

Plaintiff

V.

**EQUIFAX INFORMATION
SERVICES, LLC, EXPERIAN
INFORMATION SOLUTIONS, INC,
TRANS UNION LLC,**

Defendants.

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CASE NO. 2:05cv1081-7

JURY TRIAL DEMANDED

**TRANS UNION LLC'S ORIGINAL ANSWER AND
DEFENSES TO PLAINTIFF'S ORIGINAL COMPLAINT**

COMES NOW Trans Union LLC ("Trans Union"), one of the Defendants herein, and files this its Answer and Defenses to Plaintiff's Original Complaint (the "Complaint") filed by the Plaintiff. The paragraph numbers below correspond to the paragraphs contained in the Complaint to the extent possible.

PRELIMINARY STATEMENT

1. Trans Union denies the allegations contained in paragraph 1 of the Complaint.

2. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained paragraph 2 of the Complaint.

3. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 3 of the Complaint.

4. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 4 of the Complaint.

5. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 5 of the Complaint.

6. Trans Union admits the allegations contained in paragraph 6 of the Complaint.

7. Trans Union admits that it is a consumer "consumer reporting agency" as defined in Section 1681 of the FCRA.

8. Trans Union admits the allegations contained in Paragraph 8 of the Complaint.

9. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 9 of the Complaint.

10. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 10 of the Complaint.

11. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 11 of the Complaint.

JURISDICTION AND VENUE

12. Trans Union admits that this Court has jurisdiction over this matter. Trans Union denies that it is liable to Plaintiff.

12. [sic] Trans Union admits that venue is proper in this district.

FACTUAL ALLEGATIONS

13. To the extent these allegations can be construed against Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

14. Trans Union admits it received correspondence from Plaintiff on December 12, 2004. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

15. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 15 of the Complaint.

16. To the extent these allegations can be construed against Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

17. Trans Union admits it received correspondence from Plaintiff on April 15, 2005. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

18. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 18 of the Complaint.

19. To the extent these allegations can be construed against Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

20. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 20 of the Complaint.

21. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 21 of the Complaint.

22. To the extent these allegations can be construed against Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

23. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 23 of the Complaint.

24. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 24 of the Complaint.

25. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 25 of the Complaint.

26. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 26 of the Complaint.

27. Trans Union denies Plaintiff has suffered damages as a result of Trans Union's actions. Trans Union is without sufficient information or knowledge to admit or deny the remaining allegations as to the other Defendants.

28. To the extent these allegations can be construed against Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

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33. Trans Union denies the allegations contained in Paragraph 33 of the Complaint.

34. Trans Union denies the allegations contained in Paragraph 34 of the Complaint.

35. Trans Union denies the allegations contained in Paragraph 35 of the Complaint.

36. Trans Union denies the allegations contained in Paragraph 36 of the Complaint.

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COUNT ONE

**Failure to comply with 15 U.S.C. § 1681e(b), 1681i(a) and 1681i(a)(5)
of the Fair Credit Reporting Act and State Laws by Defendants**

58. To the extent these allegations can be construed against Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

59. Trans Union incorporates its answers and responses to the preceding paragraphs of the Complaint as if fully set forth herein.

60. To the extent these allegations can be construed against Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

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63. To the extent these allegations can be construed against Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

64. Trans Union admits the allegations contained in paragraph 64 of the Complaint.

65. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 65 of the Complaint.

66. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 66 of the Complaint.

67. To the extent these allegations can be construed against Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

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PRAYER

Trans Union denies the allegations and request for relief contained in Count One of the Complaint, including subparts A through E.

DEFENSES

74. Plaintiff has failed to state a claim against Trans Union upon which relief can be granted.

75. At all relevant times, Trans Union maintained and followed reasonable procedures to assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

76. Trans Union alleges that any alleged damage to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of third parties, over whom Trans Union has no control and for whom Trans Union has no responsibility.

77. Trans Union reasonably and completely reinvestigated and reverified all information disputed by Plaintiff in compliance with the Fair Credit Reporting Act, 15 U.S.C. §1681i.

78. Trans Union at all times acted in compliance with the Fair Credit Reporting Act.

79. Trans Union has not published any false, inaccurate or defamatory information to a third-party regarding Plaintiff and has not acted with negligence, malice, actual malice, or willful intent to injure.

80. Plaintiff's common law and/or state law claims are barred/preempted by the qualified immunity granted by the Fair Credit Reporting Act

81. Some or all of Plaintiff's claims against Trans Union are barred by the applicable statute of limitations.

82. Trans Union did not publish false or inaccurate information regarding Plaintiff.

83. Any statement made by Trans Union regarding Plaintiff was true or substantially true.

84. Plaintiff failed to mitigate her alleged damages.

85. Plaintiff's claims for punitive damages are subject to the limitation and protection's contained in Alabama Code §6-11-20; 6-11-21.

86. To the extent Trans Union could be found liable, Plaintiff was contributorily negligent.

87. At all relevant times, Trans Union has acted under the qualified immunity provided for in the Fair Credit Reporting Act.

88. At all relevant times, Trans Union has acted under a qualified privilege.

89. Plaintiff's claims for exemplary or punitive damages violate the Fourteenth Amendment, the excessive fines clause of the Eighth Amendment, the Due Process Clause of the United States Constitution.

90. Plaintiff's alleged injuries were proximately caused in whole or in part by the negligence of the Defendants Equifax Information Services, LLC, Experian Information Solutions, Inc., or Discover Financial Services, Inc. and liability should be reduced accordingly. Issues as to the percentage of each of their responsibility is requested to be submitted to the trier of fact.

91. Plaintiff cannot recover because of the doctrine of unclean hands.

92. Trans Union affirmatively pleads that it is entitled to attorney's fees in the event that the Court determines that the Plaintiff has filed an unsuccessful pleading, motion, or other paper in connection with this action under Section 1681n or o of the FCRA in bad faith or for purposes of harassment.

Respectfully submitted,

/s/ Kary B. Wolfe

KARY BRYANT WOLFE

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(205) 244-5481 (Fax)

ATTORNEY FOR TRANS UNION LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of December, 2005, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

James D. Patterson
Law Offices of Earl P. Underwood, Jr.
21 South Section Street
Post Office Box 969
Fairhope, AL 36533-0969

/s/ Kary B. Wolfe
OF COUNSEL